

BRIOSCHI, INC.

19-01 POLLITT DRIVE • P.O. BOX 427 • FAIR LAWN, NEW JERSEY 07410

AREA CODE 201-796-4226-7-8

FAX # 1-201-796-0391

January 12, 1999

Mr. Michael Zeolla, Remedial Project Manager Emergency and Remedial Response Division-Region II U.S. Environmental Protection Agency 290 Broadway, 19th Floor New York, N.Y. 10007-1866

RE: EPA Request for Information

Dear Mr. Zeolla:

Following, please find our response to your Request for Information dated Dec. 17, 1998.

- 1. a) Brioschi, Inc.
 - b) Marco A. Brizzolara, President 19-01 Pollitt Drive Fair Lawn, N.J. 07410
 - c) N.J., Jeffer, Hopkinson, etal 1600 Route 208 North - P.O. Box 507 Hawthorne, N.J. 07507
 - d) Copy of Articles of Incorporation attached
 - e) N/A
- 2. a) 45 Years
 - b) No
 - c) See attached lease
 - d) N/A
- 3. a) No
 - b) No

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- 4. See attached schedule
- 5. a) N/A
 - b) N/A
 - c) N/A
- 6. a) N/A
 - b) N/A
 - c) N/A
 - d) N/A
- 7. a.)
 - i) N/A
 - ii) N/A
 - iii) N/A
 - iv) N/A
 - b.)
 - i) Yes
 - ii) No
 - iii) No
 - iv) N/A
 - c.) No
 - i) N/A
 - ii) N/A
 - iii) N/A
 - d.) Diagram Attached
- 8. N/A
- 9. No
- 10. a) Fuel Oil Spill Refer to 10b
 - b) See attachments
- 11. a) Yes, see attachments
 - b.) No
- 12. None

- 13. Yes, Removal of UST, See attachments
- 14. No
- 15. No
- Michael A. Brizzolara
 19-01 Pollitt Drive Fair Lawn, N.J. 07410 (201) 796-4226,
 Sec/Treasurer, has personal knowledge.

Marco A. Brizzolara 19-01 Pollitt Drive, Fair Lawn, N.J. 07410 (201) 796-4226, President, has personal knowledge.

We hope the above information has met your requirements. Should you have any further question, comments, or concerns, please feel free to call. Thank you.

Sincerely,

BRIOSCHI, INC.

Michael A. Brizzolara

CC: Ms. Kedari Reddy
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 17th Floor
New York, N.Y. 10007-1866

Enc: (8)

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of <u>NEW JERSEY</u>	<u> </u>
County of BERGEN	:
I certify under penalty of law that I had and am familiar with the information substituted herewith, and that based on my individuals immediately responsible for information, I believe that the submitted accurate, and complete, and that all doctorate and authentic unless otherwavere that there are significant penaltic information, including the possibility of am also aware that my company is under to supplement its response to EPA's Requant additional information relevant to the EPA's Request for Information or the conshould become known or available to the	omitted in this document a) and all documents y inquiry of those obtaining the ed information is true, cuments submitted herewith wise indicated. I am les for submitting false of fine and imprisonment. a continuing obligation lest for Information if the matters addressed in mpany's response thereto
	MICHAEL A. BRIZZOLARA
	NAME (print or type)
	SECRETARY/TREASURER
	TITLE (print or type)
	max 9.
	SIGNATURE
	•
Sworn to before me this <u>14th</u> day of	JANUARY 1999
	Scene L. Holly Notary Public Signature

IRENE L HOLLY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 19, 1007
SEPT. 4, 2002

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BERGEN COUNTY CLERK

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BRIOSCHI, ING.

THIS IS TO CERTIFY that we, the undersigned, do nereby associate ourselves into a corporation under and by virtue of Title 14 of the Revised Statues of New Jersey, and the supplements and amendments thereto, and do severally agree to take the number of shares of capital stock set opposite our respective names.

CERTIFICATE OF INCORPORATION

- The name of the corporation is BRIOSCHI, INC.
- The location of the principal office in this State is at 19-01 Pollitt Drive, in the Borough of Fair Lawn, in the County of Bergen.

The name of the agent therein and in charge thereof upon whom process against this corporation may be served is Marco A. Brizzolara.

The second secon 3. The objects for which the corporation is to med

To carry on and conduct a general sales agency business, to act, and to appoint others to act, as general sales agent, special sales agent, broker, factor, manufacturers agent, purchasing agent, distributing agent, representative and commission merchant, for individuals, firms, associations, and corporations in the distribution, delivery, purchase, and sale of drugs, pharmaceuticels and patent medicines, goods, wares, merchandise, property, commodities, and articles of commerce of every kind and description, and in selling, promoting the sale of, advertising, and introducing, and contracting for the sale, introduction, advertisement of drugs, pharmaceuticals and patent medicines and articles of commerce.

To carry on the business of making, manufacturing, preparing, purchasing, developing, all kinds of drugs, pharmaceuticals and patent medicines, and all other articles,

associate ourselves into a corporation under and by virtue et

THIS IS TO CERTIFY that we, the undersigned, downereby

Report COUNTY CLERK

BRIOSCHI' INC.

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CERTIFICATE OF INCORPORATION

RECEIVED

products, and substances related thereto or of a like or similar nature or which may enter into the manufacture of any of the foregoing or be used in connection therewith.

To acquire by purchase, lease or otherwise lands and interests in lands and to own, hold, improve, develop and manage any real estate so acquired and to erect or cause to be erected on any lands owned, held or occupied by the corporation buildings or other structures, with their appurtenances and to manage, operate, lease, rebuild, enlarge, alter or improve any buildings or other structures on any land so owned, held or occupied.

To take, purchase, exchange, hire, lease or otherwise acquire, and to own and hold unlimitedly within the State of New Jersey, or elsewhere, and in any part of the world, to occupy, control, maintain, manage, sell, convey, exchange, lease, sublease or otherwise alienate or dispose of, and to mortgage or otherwise encumber, and to otherwise deal in real estate, either improved or unimproved, and any interest or right therein.

To erect or cause to be erected, construct or cause to be constructed, to maintain, improve, rebuild, enlarge, alter, repair, raze, and remove, and to buy, sell, hold, own, occupy, manage, lease, and control, any and all kinds of buildings, houses, stores, lofts, offices, warehouses, mills, shops, factories, hotels, restaurants, apartments, tenements, machinery, plants, edifices, works and structures of every kind, nature and description.

To acquire, own and hold such real and personal property as may be necessary or convenient for the transaction of its business.

To borrow or raise money for the purpose of the corporation, to secure the same and any interest thereon, and for that purpose or any other purpose, subject to the provisions and restrictions hereinafter set forth, to mortgage and charge all or

and interests in lands and to own, hold, improve, develop and manage any real estate so acquired and to erect or cause to be

products, and substances related thereto or of a like or similar nature or which may enter into the manufacture of any of the foregoing or be used in connection therewith.

To acquire by purchase, lease or otherwise lands

any part of the present or after-acquired property, rights and franchises of the corporation, and to issue notes, bonds, debentures and other evidences of indebtedness.

To guarantee the payment of the principal or interest, or both, of any notes, debentures, bonds, or other obligations of any corporation or corporations, so far as the same be permitted by corporations organized under the act under which this corporation is incorporated.

To subscribe for, or cause to be subscribed for, to purchase, invest in, acquire, hold, own, sell, assign, transfer, mortgage, pledge, exchange, distribute, or otherwise dispose of, the whole or any part of the shares of stock, bonds, mortgages, debentures, notes, coupons, and other securities, obligations, contracts, and evidences of indebtedness of any corporation, domestic or foreign, and to issue in exchange therefor its shares of stock, bonds or other obligations, and to exercise in respect to any such shares of stock, bonds, or other securities, any and all rights, powers and privileges of individual owners or holders, including the right to vote thereon and to aid in any manner, permitted by law, any corporation or association of which any bonds or other securities, or evidences of indebtedness or stock, are held by this corporation, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such stock, bonds, or other securities, or evidences of indebtedness, and to organize or promote or facilitate the organization of subsidiary companies.

To act as agent (except as transfer agent) or representative of corporations, firms and individuals, and as such to develop and extend the business interest of firms, corporations and individuals.

To undertake or aid any enterprise and to carry out any transactions whatever which may be lawfully undertaken and carried out by capitalists so far as the same may be carried by

corporations organized under the act under which this corporation is incorporated.

franchise, rights and property of any person, firm, association, or corporation and to pay for the same in cash, property, the stock or bonds of this corporation, or otherwise, and to hold or in any manner dispose of, the whole or any part of the property so acquired, to conduct, carry on, operate, manage, control, improve and develop, the whole or any part of any business or property so acquired, either in the name of such other person or persons, firm, association or corporation, or in the name of this corporation, provided that such business is one that may be carried on by corporations organized under the act under which this corporation is incorporated, and to exercise all the powers necessary or convenient in and about the conduct and management of such business.

To sell or exchange all or any part of the property, assets, goodwill, and business of the corporation, and to accept in payment or exchange therefor, the stock, bonds, or other securities of any other corporation, either domestic or foreign.

To apply for, obtain, register, purchase, lease or otherwise acquire, to hold, use, own, operate and introduce and to sell, assign or otherwise dispose of, any and all trade marks, formulae, secret processes, trade names and distinctive marks, patents, inventions, improvements, and processes used in connection with, or secured under, letters patent, or similar rights, granted by the United States or by any other country or government or otherwise, and to use, exercise and develop, grant licenses, in respect to the same or any interest therein, and otherwise turn the same to account, and to carry on any business which the corporation may deem advantageous to effectuate the use, exercise, or development thereof insofar as the same is not inconsistent with the laws of the State of New Jersey.

BOOK 227 PAGE 69

To do all and everything necessary, suitable, useful, or proper, for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers hereinbefore set forth, as principal or agent, either alone or in association with other corporations, firms, individuals, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, or connected with any of the aforesaid purposes, objects, or powers, or any part or parts thereof, and to do any such other act or things to the same extent and as fully as natural persons might or could do in any part of the world.

In general to carry on any other business in connection therewith, whether manufacturing or otherwise, not for-bidden by the laws of the State of New Jersey, and with all the powers conferred upon the corporations by the laws of the State of New Jersey.

The corporation may use its surplus earnings or accumulated profits in the purchase or acquisition of its own eapital stock from time to time as its Board of Directors shall determine, and such capital stock so purchased may, if the directors so determine, be held in the treasury of the corporation as treasury stock to be thereafter disposed of in such manner as the directors shall deem proper.

But if this corporation shall undertake to do any of the things hereinabove set forth in any State other than New Jersey, in the District of Columbia, in any territory, colony or dependency thereof, then as to such jurisdictions and each of them, this corporation shall be deemed to have such powers insofar only as such jurisdictions respectively permit corporations within their several respective jurisdictions to be organized for or to execute such powers.

It is the intention that each of the objects; purposes, and powers specified in each of the paragraphs of this

where otherwise specified, be nowise limited or restricted by reference to or inference from the terms of any other paragraph or of any other article of this Certificate of Incorporation, but that the objects, purposes and powers specified in this article and in each of the articles or paragraphs of this Certificate shall be regarded as independent objects, powers and purposes, and the enumeration of specific purposes and powers shall not be construed to restrict in any manner the general terms and powers of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature.

4. The number of shares that may be issued by this corporation is 2500, none of which shall have a nominal or par value.

The corporation may issue and may sell from time to time its authorized shares for such consideration as may be approved by the Board of Directors.

5. The names and post-office addresses of the incorporators and the number of shares subscribed for by each, the aggregate of which, 1002 shares, is the amount of stock with which this company shall commence business, are as follows:

WAS NAME OF BUILDING	ADDRESS NO. OF SHARE
Gall C. Vernooy	26 Cornell Avenue Hawthorne, N. J. 500
Marion Harvey	13-10 Third Street Fair Lawn, N. J. 500
Cecelia P. Cuthbert	71 Pompton Road Haledon, N. J.
Anna Mae De Block	45 Brown Avenue, Prospect Park, Paterson 2, N. J.
Nime on , and 6. The	period of existence of the corporation is
unlimited.	The state of the s
116 PAR 7. (a)	The number of directors of the corporation

shall be fixed by, and may be altered from time to time as may be

provided by the by-laws, but shall never be less than three. In

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directors may be elected by these then in office or by the stock-holders at an annual or special meeting as shall be provided in the by-laws of the corporation.

- resolution of stockholders, the Board of Directors shall have power to make, alter, amend, or repeal the by-laws of the corporation, and any by-law so made, amended, altered or repealed by the Board of Directors may be altered, amended, repealed or re-enacted by the stockholders.
- (c) The Board of Directors shall have power from time to time to determine and vary the amount of working capital of the corporation and set aside from the net earnings of the corporation such amounts as they shall deem advisable for additional working capital and for reserves and for other proper corporation purposes, and to determine and direct the use and disposition of any surplus or net earnings over and above capital paid in.
- (d) The Board of Directors shall have power to authorize by resolution, the issuance of bonds, debentures or other obligations convertible into stock of any class, or bearing warrants or other evidences of optional rights to purchase, or subscribe, or both, to stock of any class, upon the premises, in the manner and under the conditions fixed by such resolution in accordance with R. S. 14:8-5.
- (e) The stockholders and directors of the corporation shall have power to hold their meetings and to keep books, documents and papers of the corporation, in such place or places, either within or without the State of New Jersey, as may be designated by the by-laws of the corporation or by resolution of the directors or stockholders thereof, except as may be otherwise required by the laws of New Jersey.
 - (f) No contract or other transaction between the

corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the directors or officers of this corporation is or are interested in, - 对系统统计划 or is a member, stockholder, director, or officer, or are members, 4 11. stockholders, directors, or officers of such other firm or corpora-· 影響改進主義 () newscond Barrens Sections Sect Line tion; and any director or officer or officers, individually, or jointly, may be a party or parties to or may be interested in, any Cartillanes II contract or transaction of this corporation or in which this corp-्रहरू हुए। रहेक्क्स्प्रेक विर्वितन्त्रक 🗽 वसने प्रयक्तिकरूपालय filter made keren oration is interested and no contract, act or transaction of the The state of the same of the control of the same of th corporation with any person or persons, firm, association, or corpand surpassed thereta obsing white the affected or invalidated by reason of the fact that any director or directors, officer or officers of this corporation is a party or are parties to, or interested in, such persons, firm, association or corporation, and each and every person who may become a director or officer of this corporation is hereby relieved from any liability that might otherwise exist from thus contracting with this corporation for the benefit of himself or any firm association or corporation for which he may be in anywise interested

alter, or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the Statutes of New Jersey and all rights and powers conferred on directors and stockholders herein are granted subject to this reservation.

(h) If the by-laws so provide, election of directors need not be by ballot.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of January, 1964.

Signed, sealed and delivered in the presence of

Gail C. Vernooy

(L.S)

Marion Harvey

Secelia P. Cuthbert

(L.S)

Mas

Anna Mae De Block

Raymond V. Winters

800k 2,27 PAGE 73

(L.3)

STATE OF NEW JERSEY)
SS:
COUNTY OF PASSAIC)

BE IT REMEMBERED, That on this 30th day of January, 1964, before me, the subscriber, a Notary Public of New Jersey, personally appeared Gail C. Vernooy, Marion Harvey, Cecelia P. Cuthbert and Anna Mae De Block, who, I am satisfied, are the persons mentioned in the within Certificate of Incorporation, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Raymond V. Winters

Raymond V. Winters

Raymond V. Winters

a Notary Public of New Jersey My Commission expires Nov. 25 119

FILED AND RECORDED

JAN3 1 1964

ROBERT J. BURKHARDT
Secretary of State

This Crase Agreement, made the 15th day of November, *19*85,

GRVST

TRUST U/A DATED SEPTEMBER 30, 1985, F/B/O MICHAEL A. BRIZZOLARA and TRUST U/A DATED SEPTEMBER 30, 1985, F/B/O MARIA L. BRIZZOLARA

residing or located at 19-01 Pollitt Drive,

Borough

and State of

Fair Lawn in the County of New Jersey , herein designated as the Landlord,

Bergen And

BRIOSCHI, INC.,

residing or located at 19-01 Pollitt Drive.

in the Borough

Fair Lawn in the County of

New Jersey Bergen and State of , herein designated as the Tenant; Witnesseth that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: 19-01 Pollitt Drive, Fair Lawn, New

Premises

Landlord

Tenant

for a term of two (2) years Term

commencing on November 15 19 85 , and ending on November 14, 19 87 , to be used and occupied only and for no other purpose than light manufacturing,

packaging.

Upon the following Conditions and Covenants:

1st: The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of \$ 200,000.00 (Two Hundred Thousand Dollars) in the following manner: \$8,333.33 on the 15th day of each month beginning on November 15, 1985 until Öctober 15, 1987.

Payment of Rent

Renairs

and Care

Glass, etc. Damane Repairs

Alterations Improvements

Signs

Utilities

Compliance with Laws

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2nd: The Tenant has examined the premises and has entered in of the Landlord as to the condition thereof. The Tenant shall take good can and expense, make all repairs, including painting and decorating, and sha of repair, and at the end or other expiration of the term hereof, shall delition, wear and tear from a reasonable use thereof, and damage by the electronic transport of the Tenant shall neither encumber nor obstruct the sign stairs, but shall keep and maintain the same in a clean condition, free from Srd: In case of the destruction of or any damage to the stairs, which whatsoever to the action of the same in a clean condition.

enant's own cost dition and state rder and condit or fault of the s, hallways and

3rd: In case of the destruction of or any damage to the glass in of any kind whatsoever to the said premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, the Tenant shall repair the said damage or replace or restore any destroyed parts of the premises, as speedily as possible, at the Tenant's own cost and expense.

4th: No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and become the property of the Landlord and shall be surrendered with the premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

5th: The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

6th: The Tenant shall pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

7th: The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

Sth: The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all hability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$ for injuries to one person and

for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$

The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into persession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Penant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to properly or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant of the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause of reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

Indemni-

Liability Insurance

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Assignment

Restriction of use

Mortgage Priority

Condemnation Eminent

Domain

Fire and other Casualty

Reimbursement of Landlord

Inspection and Repair

Right to Exhibit

Increase of Insurance Rates

Removal of Tenant's Property

Remedies upon Tenant's Nefanlt

Termination on Default

Non-Liability of Landlord

Non-Waiver by Landlord 9th: The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this lease, nor sublet or sublease the premises or any part thereof.

10th: The Tenant shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

11th: This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of cancelling this lease, and the term hereof is hereby expressly limited accordingly.

12th: If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant coverants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

13th: In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenantable, then the rent shall cease until such time as the premises shall be made tenantable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

14th: If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

15th: The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

16th: The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the same, and Tenant agrees that on and after next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said premises or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

17th: If for any reason it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form and in insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant fifteen days notice in writing of the Landlord's intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate. If by reason of the use to which the premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall upon demand, pay to the Landlord, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner.

18th: Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19th: If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

20th: Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

21st: The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, airconditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the landlord, of any services to be furnished or supplied by the Landlord.

22nd: The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exist any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord ny installment of rent after any breach by the Tenant, in any one or mostances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such inditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

on-Per by Landlord

Validity of Lease

Notices

Title and Quiet Enjoyment

Contract

Entire

Recapture upon Sale

Tax

Mechanics'

Waiver of

Security

Conformation with laws and

Regulations

`In this lease and the obligation of the Tenant to pay the rent here or and to comply with the covenants and condit. Thereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

24th: The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

25th: All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

26th: The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

27th: This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

28th: If the premises leased hereunder or of which the leased premises are a part, shall be sold during the term hereof, the Tenant agrees to vacate the premises, remove all the Tenant's property and deliver up peaceable possession thereof to the Landlord, within 12 months terminate upon the date fixed in said demand. of written demand therefor, and the term hereof and this lease shall

29th: If in any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the premises herein leased are a part, shall be greater than the municipal taxes assessed against the said lands and improvements for the calendar year 19 , which is hereby designated as the base year, then, in addition to the rent herein fixed, the Tenant agrees to pay a

sum equal to
of the amount by which said tax exceeds the annual tax for the base year, inclusive of any increase during any such calendar
year. The said sum shall be considered as additional rent and shall be paid in as many equal installments as there are months
remaining in the calendar year in which said taxes exceed the taxes for the base year, on the first day of each month in advance,
during the remaining months of that year. If the term hereof shall commence after the first day of January or shall terminate
prior to the last day of December in any year, then such additional rent resulting from a tax increase shall be proportienately adjusted for the fraction of the calendar year involved.

30th: If any mechanics' or other liens shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant shall within days thereafter, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure so to do, shall entitle the Landlord to resort to such remedies as are provided herein in the case of any default of this lease, in addition to such as are permitted by law.

31st: The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

subrogation rights under the respective policies.

**Rond: The Tenant has this day deposited with the Landlord the sum of \$\frac{\pi}{\pi}\$ as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Said sum shall be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to make good any default by the Tenant, in which event the Tenant shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Tenant shall run with the reversion and title to said premises, whether any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure or other proceedings, or the exercise of a right of taking or entry by any mortgages. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provised, and the assignor shall be deemed to be released by the Tenant from all liability to return shall security. This provision shall be applicable to every alienation or change in title and shall in no wise be deemed to permit the Landlord to retain the security after termination of the Landlord's ownership of the reversion or title. The Tenant shall not mortgage, encumber or assign said security without the written concent of the Landlord.

The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and

In Mitness Whereof, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

TRUSTS U/A DATED SEPTEMBER 30, 1985, F/B/O MICHAEL A. BRIZZOVARA and MARIA I. BRIZZOVARA

Ву

Signed, Sealed and Delivered in the presence of

or Attested by As to Landlord: /

Ronald M. Pflug

Drco Ve. de h . Brizzolara Thustee Marco A

Landlord

BRIOSCHI, INC.

Marco Marco A. Brizzola

ATTEST:

Michael A. Brizzolara) Secretary Tenant

an Attorney at Law of New	19 85, before me, the subscriber,
who, I am satisfied, is the pearly and thereupon he acknowled	erson named in and who executed the within Instrument, ged that he signed, sealed and delivered the same as and purposes therein expressed.
*Brizzolara	Ronald M. Pflug An Attorney at Law of New Jersey
State of New Jersey, County of that on	} ss.: Be it Remembered. 19 , before me, the subscriber,
	oath, deposes and makes proof to my satisfaction, that retary of
that President of said Cornoration: that t	the Corporation named in the within Instrument; is the the execution, as well as the making of this Instrument, has
been duly authorized by a proper resol deponent well knows the corporate Instrument is the proper corporate sedelivered by said Presented Present	seal of said Corporation; and that the seal affixed to said eal and was thereto affixed and said Instrument signed and sident as and for the voluntary act and deed of said Corporations ubscribed hereto as attesting witness.
Sworn to and subscribed before me, the date aforesaid.	}



	200,000.00	Rent, $\$$
287	November 14, 1987	Expires,
, 19 85	November 15	Dated,
	BRIOSCHI, INC.	BRIOS
U/A 985, LARA,	BRIZZOLARA and TRUST U/A DATED SEPTEMBER 30, 1985, F/B/O MARIA L. BRIZZOLARA TO	BRIZZ DATED F/B/O
MBER EL A.	TRUST U/A DATED SEPTEMBER 30, 1985, F/B/O MICHAEL A	TRUST 30, 1

JEFFER, HARTMAN, HOPKINSON, VOGEL, COOMBER & PEIFFER 1600 Route 208 North P.O. Box 507 Hawthorne, New Jersey 07507

Prepared by:

ASSIGNMENT OF LEASE

For one dollar and other good and valuable consideration, the Tenant as Assignor, assigns this Lease and all the Assignor's rights and privileges therein, including any and all monies deposited with the Landlord as security, subject to all the terms, covenants and conditions contained therein; and the Assignee accepts this Assignment of Lease and assumes and agrees to comply with and be bound by the terms, covenants and conditions in said Lease contained. The signature of the Landlord hereto is evidence of the Landlord's consent to and acceptance of this Assignment of Lease.

l acceptance of this Assignment of Lease.	the Landlord hereto is evidence of the Landlord's consent to an
Assignor	Assignee

20

4. Did your company receive, utilize, manufacture, discharge, release, or dispose of any materials containing the following substances? Please check one box for each substance.

Substance	Yes	No
Trichloroethylene (TCE)		~
Tetrachloroethylene (PCE)		V
Carbon Tetrachloride	·	1
Cis-1,2-dichloroethylene		~
Trans-1,2,-dichloroethylene		1
1,1-dichloroethylene		V
1,1,1-trichloroethane (1,1,1-TCA)		V
1,2-dichloroethylene		1
Chloroform		~
1,1-Dichloroethane		
Methylene Chloride		/
Trichloroethane		V
Dichloro benzene		1
Benzene		/
Toluene .		· /
Formaldehyde		/
Ethyl Benzene		✓
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)		/

\$ 7d 0 3 N

17



State of New Jersey

Christine Todd Whitman Governor

Department of Environmental Protection

Robert C. Shinn, Ir. Commissioner

Division of Responsible Party Site Remediation Bureau of Fie'd Operations - Northern 2 Babcock Place West Orange NJ 07052

March 4, 1997

Michael Brizzolara Brioschi, Inc. 19-01 Pollitt Drive Fair Lawn, New Jersey 07410

Jimmy's Cookies Re:

19-03 Pollitt Drive

Fair Lawn / Bergen County

Block: 4802 Lot: 1

Case No. 95-04-22-1218-39

No Further Action Proposal: Dated February 26, 1997

Dear Mr. Brizzolara:

Pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (Department) and duly delegated to the Section Chief of the Discharge Response Element's Bureau of Field Operations pursuant to N.J.S.A. 13:18-4, the referenced No Purther Action (NFA) proposal for the below-referenced area of concern (AOC) is hereby approved.

This approval is based upon the Department's review of the supporting documentation (Remedial Action Report) dated June 11, 1996, and the addendum material and certification dated February 26, 1997, which was submitted to the Department in accordance with the Memorandum of Agreement dated July 16, 1996.

This NFA letter applies to the release of dissel fuel from a motor vehicle accident that occurred on April 22, 1995, Remedial activities took place between April 22, 1995 and May 22, 1995. Analysis of post excavation samples taken from beneath the discharge area were below the site-specific soil cleanup criteria developed for the site. Groundwater was not encountered during remedial activities, therefore, a groundwater investigation was not required pursuant to N.J.A.C. 7:26E, the Technical Requirements for Site Remediation. All work was performed in accordance with the Technical Requirements for Site Remediation.

Jimmy's Cookies 19-03 Pollitt Drive Fair Lawn / Bergen County Case # 95-04-22-1218-39 Page 2

This approval shall be limited only to the above-referenced AOC, and the condition of such area as of the date of this letter, and shall not be construed to address any other areas of the site. This NFA Approval Letter shall not restrict or prohibit the Department or any other agency from taking regulatory action under any other statute, rule or regulation.

Sincerely

Yacoub E. Yacoub, Section Chief Bureau of Field Operations

Denise DePalma-Farr, Health Officer Bill Brokaw, Recon Environmental John Burdge, Cura, Inc. Mark Pedersen, cas

PASSAIC VALLEY SEWERAGE COMMISSIONERS

SEWER CONNECTION PERMIT

PERMIT#

	08405120
In compliance wit its amendments, the	the Permit Number on any correspondence with PVSC) in the provisions of the Federal Water Pollution Control A see Clean Water Act and the Rules and Regulations of the werage Commissioners:
	BRIOSCHI, INC.
	(herein, after referred to as the Permittee) is authorized to discharge from a facility located at
	19-01 POLLITT DRIVE
	FAIRLAWN, NEW JERSEY 07410

to the Passaic Valley Sewerage Commissioners Treatment Works in accordance with discharge limitations, monitoring requirements and other conditions set forth herein.

EFFECTIVE DATE 08/19/96

EXPIRATION DATE 08/19/2001

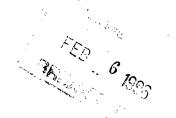
PASSAIC VALLEY SEWERAGE COMMISSIONERS

EXECUTIVE DIRECTOR



ASSOCIATES

INCORPORATED



N.J. DEP. CERTIFIED LABORATORY #07066

Brioschi

19-01 Pollitt Dr. Fairlawn

NJ

07410

ATTN: Mike Brizzolara

ANALYSIS REPORT:

Date: 01/23/96

Laboratory No. 4253

Date Sampled: 12/27/95

Source: MANHOLE Location: GRAB

Parameter	Results	Units
TPHC	1.77	mg/1
OIL & GREASE	8.0	mg/1

COMMENTS:

< = LESS THAN

TPHC = TOTAL PETROLEUM HYDROCARBONS

Signature

Lab Manager



ASSOCIATES

INCORPORATED

N.J. DEP. CERTIFIED LABORATORY #07066

Brioschi

19-01 Pollitt Dr.

Fairlawn

NJ

07410

ATTN: Mike Brizzolara

ANALYSIS REPORT:

Date: 01/26/96

Laboratory No. 4254

Date Sampled: 12/28/95

Source: SEWER Location: COMP

COMMENTS:

TSS = TOTAL SUSPENDED SOLIDS

*(5 day)

BOD = BIOCHEMICAL OXYGEN DEMAND

COD = CHEMICAL OXYGEN DEMAND

see app = see appended pages

TOC = TOTAL ORGANIC CARBON

see app = see appendix

Signature

Ralme

Lab Manager

A Certified Laboratory License # 16606

. BRIOSCHI CLIENT NAME CLIENT SAMPLE ID# _: 4254 MATERIAL DATE RECEIVED _: Waste Water _: 1-4-96 _: 96-165 _: TOC EPT SAMPLE ID# TESTS REQUESTED

PARAMETER	RESULT (mg/L,ppm)	MDL (mg/1,ppm)	DATE & TIME ANALYSED	METHOD NUMBER	ANALYST INITIAL
TOC	35.4	1.0	1-05-96 2:50 PM	EPA 415.1	CG

We certify that this report is a true report of results obtained from our tests of this material.

Respectfully submitted,

Peter Dominski

Laboratory Director

init \mathfrak{N} QA:

CLIENT NAME	: BRIOSCHI	
CLIENT SAMPLE IDS	: 4254	
SAMPLE LOCATION	:	
MATERIAL	: Aqueous : 1-04-96	
DATE SAMPLED	: 1-04-96	
EPT SAMPLE IDS	<u> </u>	
TESTS REQUESTED	: Zinc Mercur	Y

PARAMETER	RESULT (mg/L,ppm)	MDL (mq/],ppm)	DATE & TIME ANALYSED	method Number	ANALYST INITIAL
Zinc (Zn)	0.07	0.01	1-10-96 12:30 PM	EPA 289.1	EM
Mercury (Hg)	<0.0005	0.0005	1-9-96 15:00 PM	EPA 245.1	EM

We certify that this report is a true report of results obtained from our tests of this material.

Respectfully submitted,

Peter Dominski Laboratory Director

init:

ENVIROTECH RESEARCH, INC.

777 New Durham Road Edison, New Jersey 08817 Tel: (201) 549-3900 Fax: (201) 549-3679

October 3, 1990

Ecosystems P.O. Box 1211C Rahway, NJ 07065

Attention: Mr. David Beeman

Re: Job No. 7734

Dear Mr. Beeman:

Enclosed are the results you requested for the following samples taken 9/12/90:

Lab No.	Client ID	Analysis Requested
40689	S1	PHC
40690	S 2	PHC
40691	S3	PHC
40692	S4	PHC
40693	S5	PHC

An invoice for our services is also enclosed. Please call me at 549-3900 if you have any questions.

Very truly yours,

Michael J. Urban Laboratory Manager

TABLE OF CONTENTS

	<u>Section</u>
Methodology Summary/Data Reporting Qualifiers	1
Sample Data Summary Tables	2
QA Summary Tables/Non Conformance Summary	3
Chain of Custody/Lab Chronicles	4

Analytical Methodology Summary

Volatile Organics:

Water samples are analyzed for volatile organics by purge and trap GC/MS as specified in U.S. EPA Method 624. Solid samples are analyzed for priority pollutant volatile organics as specified in the U.S. EPA publication "Test Methods for Evaluating Solid Waste" (SW-846, 3rd Edition) Method 8240.

Acid and Base/Neutral Extractable Organics:

Water samples are analyzed for acid and/or base/neutral extractable organics by GC/MS in accordance with U.S. EPA Method 625. Solids are analyzed for acid and/or base/neutral extractable priority pollutants as specified in the U.S. EPA publication "Test Methods for Evaluating Solid Waste" (SW-846, 3rd Edition) Method 8270.

GC/MS Nontarget Compound Analysis:

Analysis for nontarget compounds is conducted, upon request, in conjunction with GC/MS analyses by U.S. EPA Methods 624, 625, 8240 and 8270. Nontarget compound analysis is conducted using a forward library search of the EPA/NIH/NBS mass spectral library of compounds at the greatest apparent concentration (10% or greater of the nearest internal standard) in each organic fraction (15 for volatiles, 15 for base/neutrals and 10 for acid extractables).

Organochlorine Pesticides and PCBs:

Water samples are analyzed for organochlorine pesticides and PCBs by dual column gas chromatography with electron capture detectors as specified in U.S. EPA Method 608. Solid samples are analyzed as specified in the U.S. EPA publication "Test Methods for Evaluating Solid Waste" (SW-846, 3rd Edition) Method 8080.

Petroleum Hydrocarbons:

Water samples are analyzed for total petroleum hydrocarbons by I.R. using U.S. EPA Method 418.1. Solid samples are prepared for analysis by soxhlet extraction consistent with SW-846 Method 3540, as modified by the Draft "N.J. DEP ECRA Sampling Plan Guide", Attachment 2 page 9, and analyzed by U.S. EPA Method 418.1.

Metals Analysis:

Metals analyses are performed by any of four techniques specified by a Method Code provided on each data report page, as follows:

- P Inductively Coupled Plasma Emission Spectroscopy (ICP)
- A Flame Atomic Absorption
- F Furnace Atomic Absorption
- CV Manual Cold Vapor (Mercury)

Water analyses are performed using EPA methods provided in "Methods for Chemical Analysis of Water and Wastewater" (EPA 600/4-79-020). Solid samples are analyzed as specified in the EPA publication "Test Methods for Evaluating Solid Waste" (SW-846, 3rd Edition).

Specific method references for ICP analyses are water Method 200.7 and solid Method 6010. Mercury analyses are conducted by the manual cold vapor technique specified by water Method 245.1 and solid Method 7471. Other specific Atomic Absorption method references are as follows:

Element		Water <u>Flame</u>	Test Method Furnace	Solid <u>Flame</u>	Test Method Furnace
Aluminum		202.1	202.2	7020	
Antimony		204.1	204.2	7040	7041
Arsenic			206.2		7060
Barium		208.1		7080	
Beryllium		210.1	210.2	7090	7091
Cadmium		213.1	213.2	7130	7131
Calcium		215.1		7140	
Chromium,	Total	218.1	218.2	7190	7191
Chromium,	(+6)	218.4	218.5	7197	7195
Cobalt		219.1	219.2	7200	7201
Copper		220.1	220.2	7210	
Iron		236.1	236.2	7380	
Lead		239.1	239.2	7420	7421
Magnesium		242.1		7450	
Manganese		243.1	243.2	7460	
Nickel	•	249.1	249.2	7520	
Potassium		258.1		7610	
Selenium			270.2		7740
Silver		272.1	272.2	7760	
Sodium		273.1		7770	
Thallium		279.1	279.2	7840	7841
Vanadium		286.1	286.2	7910	7911
Zinc		289.1	289.2	7950	 '

Cyanide:

Water samples are analyzed for cyanide using U.S. EPA Method 335.2. Cyanide is determined in solid samples as specified in the U.S. EPA Contract Laboratory Program IFB dated July 1988, revised February 1989.

Phenols:

Water samples are analyzed for total phenols using U.S. EPA Method 420.1. Total phenols are determined in solid samples by preparing the sample as outlined in the U.S. EPA, Contract Laboratory Program IFB for cyanide, followed by a phenols determination using EPA Method 420.1.

Hazardous Waste Characteristics:

Samples for hazardous waste characteristics are analyzed as specified in the U.S. EPA publication "Test Methods for Evaluating Solid Waste" (SW-846, 3rd Edition). Specific method references are as follows:

Ignitability - Method 1020

Corrosivity - Water pH Method 9040 Soil pH Method 9045

Reactivity - Chapter 7, Section 7.3.3 and 7.3.4 respectively for hydrogen cyanide and hydrogen sulfide release.

EP Toxicity - Method 1310

Miscellaneous Parameters:

Additional analyses performed on both aqueous and solid samples are in accordance with methods published in the following references:

- Test Methods for Evaluating Solid Wastes, SW-846 3rd Edition, November 1986.
- Standard Methods for the Examination of Water and Wastewater, 16th Edition.
- Methods for Chemical Analysis of Water and Wastes, EPA-600/4-79-020, 1979.

DATA REPORTING QUALIFIERS

- ND The compound was not detected at the indicated concentration.
 - B The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the environmental sample.

ENVIROTECH RESEARCH, INC.

Ecosystems

P.O. Box 1211C

Rahway, NJ 07065 Attention: Mr. David Beeman

Report Date: 10/3/90

Job No.: 7734

N.J. Certified Lab No. 12543

QA Batch 1804

PETROLEUM HYDROCARBONS

Envirotech Sample #	Client ID		oleum Hydrocarbons g/kg (Dry Wt.)
40689	S1	90.8	ND
40690	S 2	91.5	ND
40691	\$3	92.6	ND
40692	S4	66.3	ND
40693	\$ 5	91.8	ND

Detection Limit for Petroleum Hydrocarbons is 25 mg/kg.

ENVIROTECH RESEARCH, INC.

Ecosystems P.O. Box 1211C

Rahway, NJ 07065

Attention: Mr. David Beeman

Report Date: 10/3/90

Job No.: 7734

N.J. Certified Lab No. 12543

QA Batch 1804

QA SUMMARY - DUPLICATE and BLANK

PETROLEUM HYDROCARBONS - SOIL

#40672SPK

Sample Units: mg/kg

#40672SPK

Duplicate
Units: mg/kg

Lab Blank Units: mg/kg

147

144

ND

MATRIX SPIKE RECOVERY

Envirotech Sample #	AMOUNT ADDED (ug)	SAMPLE AMT. (ug)	MS AMT.	MS % REC
40672	4220	0.0	4410	105

NON-CONFORMANCE SUMMARY

Envirotech Research, Inc. Job Number: 7734
Volatile Organics Analysis:
All data conforms with method requirements; or Analysis was not requested; or Non-conformance for the specific samples listed is as follows:
·
See continuation page if checked ()
Base/Neutral and/or Acid Extractable Organics:
All data conforms with method requirements; or Analysis was not requested; or Non-conformance for the specific samples listed is as follows:
See continuation page if checked ()
PCBs and/or Organochlorine Pesticides:
All data conforms with method requirements; or Analysis was not requested; or Non-conformance for the specific samples listed is as follows:
See continuation page if checked (
Page 1 of $\frac{2}{}$

ENVIROTECH RESEARCH, INC.

Non-conformance Summary, Page 2 of
Metals Analysis:
All data conforms with method requirements; or Analysis was not requested; or Non-conformance for the specific samples listed is as follows:
See continuation page if checked ()
Total Petroleum Hydrocarbons:
All data conforms with method requirements; or Analysis was not requested; or Non-conformance for the specific samples listed is as follows:
See continuation page if cnecked ()
Cyanide Reactive, Sulfide Reactive, Ignitability, Corrosivity:
All data conforms with method requirements; or Analysis was not requested; or Non-conformance for the specific samples listed is as follows:
See continuation page if cnecked ()
Signature of Laboratory Manager: Date: 10/3/60

NAME OF CLIENT (FOR REPORT AND BILLING)				CHAIN-OF-CUSTODY RECORD				
ATTENTIO	u Bei	STATE	·	2065		VIROTECH JOB NO. 7734 BRIOSCH/ DJECT NAME	ENVIROTECH RES 777 NEW DURH EDISON, N.J (201) 549-3	IAM ROAD . 08817
DATE SMPLD.	TIME SMPLD.	SMPLD.	MATRIX	PRES.	NO. OF CONT.	SAMPLE LOCATION/DESCRIPTION	ANALYSIS REQUESTED	ENVIROTECH SAMPLE NUMBER
9/12/90	1430	OB	Sal	TWB	/	51	PHC	40689
3/17/90	1025	DB	52.1	JUB	,	52	PHZ	40690
1/12/90		DO	50.1	TuB	1	53	PHC	40691
1/12/50		115	Sa.1	TWB	ſ	Sy	PHC	40692
9/12/90		OB	Soil	PUB	1	55	PHE	40693
								· · · · · · · · · · · · · · · · · · ·
	INCTO!!!		10. OF CO	NTAINERS	:	-		
		CTIONS: .	DATE/1	IME	1. REGEIVE	D BY: 3. RELINQUISHED BY	DATE/TIME 3. REC	CEIVED BY:
1. RELING	QUISHED E	51.	L. /57'5''	/ / /		7 4	1	

4. RELINQUISHED BY:

4. RECEIVED BY:

DATE/TIME

DATE/TIME

ENVIROTECH RESEARCH, INC. 777 NEW DURHAM ROAD, EDISON, NJ 08817 (201) 549-3900

CLIENT	- COSYSTEMS/B	DESOSCHI	DATE SAMPLED 9/12/90			
MATRIX	SOEL		DATE RECEIV	ED 9/13/90		
SAMPLE No	40689		JOB No. 77	234	· · · · · · · · · · · · · · · · · · ·	
Analytic Parameter	Extraction Date/Time	Extractor's Initials	Analysis Date/Time	Analyst's Initials	QA Batch No.	
PHC	9/19/90	EX	9/24/90	MIC	1804	
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ENVIROTECH RESEARCH, INC. 777 NEW DURHAM ROAD, EDISON, NJ 08817 (201) 549-3900

CLIENT <u>E</u> MATRIX	CUSYSTEMS/BI	DESSELVE	DATE SAMPLED 9/12/90 DATE RECEIVED 9/13/50			
SAMPLE No	40690		JOB No. 77			
Analytic Parameter	Extraction Date/Time	Extractor's Initials	Analysis Date/Time	Analyst's Initials	QA Batch No.	
PHC.	9/19/90	EK	9/24/90	WZC	1804	
						
		· ·				
·		·				
					 	
						

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ECUSYSTEMS, DATE SAMPLED SOEL MATRIX DATE RECEIVED JOB No. 7734 SAMPLE No. Analytic Extraction Extractor's Analysis Analyst's QA Parameter Date/Time Initials Date/Time Initials Batch No. 9/19/90 9/24/90 MJC 1804

ENVIROTECH RESEARCH, INC. 777 NEW DURHAM ROAD, EDISON, NJ 08817 (201) 549-3900

CLIENT E.	COSYSTEMS/B)	OZOSCHI	DATE SAMPLED 9/12/90 DATE RECEIVED 9/13/90 JOB No. 773/			
SAMPLE No	40692					
Analytic Parameter	Extraction Date/Time	Extractor's Initials	Analysis Date/Time	Analyst's Initials	QA Batch No.	
PHC	9/19/90	<u> </u>	9/24/90	W2C	1804	
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ENVIROTECH RESEARCH, INC. 777 NEW DURHAM ROAD, EDISON, NJ 08817

(201) 549-3900

ECOSYSTEMS/ DATE SAMPLED SOEL MATRIX DATE RECEIVED SAMPLE No. JOB No. Analytic Extraction Extractor's Analysis Analyst's QA Parameter Date/Time Initials Initials Date/Time Batch No. WZC 1804

Soil Sample Locations Oil Tank Excavation Brioschi Inc. Fairlawn, N.J. 9/12/90

7		1/11		
			S-1	
				_
•	S	4	1	

Scale: 1'= 5'

S-3: 9'deep | ... Others: 5-6'deep | ...

From:

MICHAEL ZEOLLA

To:

rtpmainhub.internet."abookman@dep.state.nj.us"

Subject:

Requesting a copy of the 1991 Right-to-Know survey provide by

Brioschi, Inc.

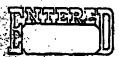
To whom it may concern,

This e-mail message is in response to our conversation by phone on July 19, 1999. The U.S. Environmental Protection Agency is investigating possible potential responible parties at the Fair Lawn Wellfields Site. In doing so, we are sending out Request for information letters to facilities located in Fair Lawn. The Brioschi facility was identified as having a 1991 Right-to-Know survey that reported having TCE and 1,1,1-TCA. We would like a copy of these suvey so that it can be referenced as part of any questions we have for Brioschi. I appreciate your time and effort.

Thanks

State of Dem Jersey DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY

COMMUNITY RIGHT TO KNOW SURVEY FOR 1991



to satisfy requirements under SARA, Title III, Section 512 ?:

Please type this form.		
	A FACILITY LO	CATION
NJEIN SIC County/Munic	2	ocation is different than the address
	on the facility	identification label on Rad 2 of 18 19
BRIOSCHI, INCORPORATED		the correct facility address he low and citity identification label.
ATTN: MICHARL A. BRIZZOLARA		
19-01 POLLITT DB. RAIR LAWN, NJ 07410		
PATE LAND, NJ 07410		
	1	
Tridicate changes to mailing address on the mailing label.		Number of employees at sacing
Does this facility use, store or produce any compressed	gases, or any	O Muliper of entiployees at 320ms
flammable, combustible, reactive, corrosive or toxic sub-	stances?	Number of facilities in New Jers
(See Reportable Substances and Thresholds)	Yes 7 No	1
(Seé Reportable Substances and Thresholds)	les [] les	Dun and Bradstreet No.
C Briefly describe the nature of the operations or business	s conducted by	001663038
your company at this facility: OTC Pharmaceutical Mfg		G Check the box if your have a fee R&D laboratory exemptions:
		or if you have anached a R&B
The same of the sa		exemption application:
CERTIFICATION OF OWNER/OPERATOR OR AUTHO	RIZED REPRESENT	ATIVE - I centify under pensity of
that I have personally examined and am familiar with the	information submitte	d in this document, and that based
on my inquiry of those individuals responsible for obtain information is true, accurate, and complete.	ing the information, i	Fax # (201) 796-039142
Signature Cilvout Q Sayol Date	2 1/31/92	Phone # (201) 796-477
Name Type Michael A. Brizzolara	Title _	Sec / Treas
(D) DOLICE AND EIDE DEPARTMENT.		
POLICE AND FIRE DEPARTMENT — Enter the respective Code) of your local police and fire departments in the s	cave phone numbers paces below.	, names and addresses (includings)
770 0 0 1	FIRE DEPT. Phone	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Number (201) 796-1400		er (<u>201</u>) <u>796–1400</u>
Address 8-01 Fair Lawn Ave		Lawn Fire Dept
Municipality Fair Lawn Zip 07410	Municipality Fair	
PACILITY EMERGENCY CONTACT		
Name Michael Brizzolara	Title Sec /	Treas
		one Number(201) 616-921
NOTE: Make copies of this survey! The law requ	ires that you R	etum original to: NJBEPE
send a copy to your COUNTY LEAD AGENCY, LOGENCY PLANNING COMMITTEE AND YOUR LOC	AI BOLICE O	OMMUNITY RIGHT TO KNO
AND FIRE DEPARTMENTS.		N 405
(County agency and local committee addresses	in instructions) IT	enton, NJ 08625-0405
FOR INTERNAL USE ONLY U STAT	F STA	AT A

20.9 25:9 9:02 P. 02

Fax:609-633-7031

MIDEP/BDP

eurospyrous en la santo Programma Llegyrosse

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Reporting Period: January 1 - December 31, 1991

CHEMICAL DESCRIPTION	HAZARDS	Inventory (Ranges)	STORAGE CODES AND LOCATIONS
Ubstance No. (if available) 0089 ercent 55 State L (Code) (Check it claiming)	(Codes for all that apply.)		(Enter Codes, except Location(s); supply narrative. Container 47
Abstrace Sodium Hydroxide As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1310 -73 - 2 DOT No. 1823+ As No. 1300 -73 - 2 DOT No. 1824+ As No. 1300 -73 - 2 DOT No. 1824+ As No. 1300 -73 - 2 DOT No. 1824+ As No. 1300 -73 - 2 DOT		Mex. Daily 12 Avg. Daily 12 Days Onsite 365 (Actual Number)	Container 47 Conditions 01 04 Location(s) Main Plant - Office
ubstance 2 Butoxyethanol AS No. 111 - 76-2 DOT No. 2369 ubstance No. (il available) 275 ercent 61 State L Trade Secret (Code) (Code) (Check il claiming)	,	Max. Daily12_ Avg. Daily12 Days Onsite365 (Actual Number)	Container 47 Conditions 01 04 Location(s) Main Plant - Felg room
ubstance 1sopropy1 Alcoho1 AS No. 67 - 61 - 0 DOT No. 1219 ubstance No. (if available) 1076 ercent 60 State 1 Trade Secret (Code) (Check If cleiming)	_70_,_69_,_67	Mex. Daily 12 Avg. Daily 12 Days Onsite 365 (Actual Number)	Container 47 Conditions 01 04 Location(s) Drum in garage
Libstance 111 Trichloroethene Methyl C AS No. 71 - 55 - 6 DOT No. 2831 Libstance No. (if available) 1237 ercent 61 State L Trade Sécret (Code) (Check if claiming)		Max. Daily <u>12</u> Avg. Daily <u>12</u> Days Onsite <u>365</u> (Actual Number)	Container 47 Conditions C1 04 Location(s) Drum In garage
ubstance Benzine AS No. 8030 - 30 - 6 DOT No. 1115+ ubstance No. (if available) excent 61 State L Trade Secret [(Check II claiming)		Max. Dally 12 Avg. Dally 12 Days Orisite 365 (Actual Number)	Container 47 Conditions C1 04 Location(s) Drum in garage
ubstance 011 Mist Mineral AS No. 8012 95 1 DOT No. Ibstance No. ((I available) 1437 Right 25 State L Trade Secret 2. If (Core) (Code) (Check I claim No.)		Max. Daily13. Avg. Daily13. Daiys Onsite 365. (Asige! Montes)	Container 47 Gondilions UL 04 Localigns) Drug In garage

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MULICIPATING PROPERTY E LE CARLON 1 - 15 - 4 - 5 () 20 - 7 () 1 - 1 () 5

Reso all instructions begits completing. Please lype at regionses.

Reporting Pariod: January 1 December 31, 1991 CHEMICAL DESCRIPTION HAZARDS Inventory (Ranges) STORAGE CODES AND LOCATIONS Substance Sodium Hydroxide (Codes for all that apply.) (Enter Code) (Enter Codes, except Location(s); supply narrative.) CAS No. 1310 -73 - 2 DOT No. 1823+ _69 Container 47 Conditions 01, 04 Max. Daily 12_ Substance No. (if available) 1206 Location(s) Drum in garage Avg. Daily 12 Percent 52 State L Trade Secret Days Onsite 365 (Code) (Code) (Check il claiming) (Actual Number) Substance Sodium Sulfite" CAS No. __ 7757 __ 83 __ 7 DOT No. Container 47 Conditions 01, 04 Max. Daily ___12 Substance No. (if available) Avg. Daily ___12 Location(s) Drum in garage Percent 52 State L Trade Secret Days Onsite 365 (Code) (Code) (Check (I claiming) (Actual Number) Diethylaminoethanol Substance CAS No. 100 - 37 - 8 DOT No. 2686 70 69 Max. Daily 12 Container 47 Conditions 01 04 Substance No. (il available) 691 Location(s) Drum in garage Ava. Daily __12 Percent 53 State L Trade Secret Dave Onsite 365 (Code) (Check if claiming) (Actual Number) Substance Trichloroethlene CAS No. __79____ - 01 - 06_ DOT No. _1710 -Max. Daily __12_ Container 47 Conditions 01 04 Substance No. (If available) _1890 Avg. Daily __12 Location(s) __ Drum_in_garage Percent _52 State _L Trade Secret Dave Onsite 365 (Code) (Check if claiming) (Agluel Number) Substance __Acetylene CAS No. 74 _ 86 _ 2 DOT No. 1710 70 69 68 Container 40 Conditions 02 04 Max. Daily 12_ Substance No. (If available) _0015 67 66 Avg. Daily 12 Location(s) Main Plant - Dock area Percent 60 State G Trade Secret Days Onsite _365 (Code) (Code) . (Check if claiming) (Actual Number) Substance Kerosene CAS No. __ 80008_-_ 20- 6 DOT No. 1001 70 69 68 Max. Dally _12 Container 40 Conditions 02 04 Substance No. (if available) __1091 __. Location(s) Prum in garage Aug. Daily __12 Percent 60 State L. (Code) Trade Secret Dave Onsite 365_ (Check If claiming) (Actual Number) Substance Casoline 3 - 448 Jan 19 - 4 1 GAS No. 8006 61-70 69 68 2 DOT No. 1201 Container 46 Conditions UL 04d Location(s) Cana in garage Max. Daily _12 Substance No. (If available) 1957 67.66 Percent 60 State 1 (Code) Trade-Secret [] Dave Onsite 365 (Actual Number)

Aberta (Bellington

		Rapo	riling Period: January 1' - December 31, 1991
CHEMICAL DESCRIPTION	HAZARDS	Inventory (Ranges)	STORAGE CODES AND LOCATIONS
CAS No. 7647 01 0 DOT No. 1050+ Substance No. (if available) 1012 Percent 61 State 1 Trade Secret (Code) (Code)	(Chiles des all it all and it is	(Enter Code) Max. Daily 10 Avg. Daily 10 Days Onsite 365 (Actual Number)	(Enter Codes, except Location(s), supply narrative.) Container38 Conditions0104 Location(s)Supplies area
Substance Hydrochloric Acid CAS No. 2647 - 01 - 0 DOT No. 1050+ Substance No. (if available) 1012 Percent 60 State L Trade Secret (Code) (Check if chaiming)	68 . 67 . 66.	Max. Daily 9 Avg. Daily 9 Days Onsite 365 (Actual Number)	Container 38 Conditions 01 -4 Location(s) Lab area
Substance Ethyl alcohol CAS No. 64 - 15- 5 DOY No. 1170*: Substance No. (if available) Percent 52 State L (Code) (Code) Code (Check if claiming)	-	Max. Daily 10 Avg. Daily 10 Days Onsito 365 (Actual Number)	Container 38 Conditions C1 04 Location(s) Lab area
Substance CAS No DOT No Substance No. (If available) Percent State (Code) (Cleck if claiming)		Max. Daily Avg. Daily Days Onsile (Actual Number)	Container Conditions Location(s)
Percent State (Code) (Code) (Check If cfalming)		Max. Daily Avg. Daily Days Onsile (Actual Number)	Container Conditions Location(s)
Percent Code) State Trade Secret (Code) (Check if claiming)		Max. Daily Avg. Daily Days Onsite (Actual Number)	Container Conditions Location(s)
Substance CAS No DOT No Substance No (Favallable) Percant State Track Secret Code) Code Code		Max. Daily Ng Daily	Container Conditions a Localitons

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